

In the matter of
Fact-Finding between:

THE CITY OF DES MOINES, IOWA

And

REPORT OF FACT-FINDER

MUNICIPAL EMPLOYEES ASSOCIATION

HEARINGS AND APPEARANCES

On Friday, January 17, 2003, between the hours of 10:00 a.m. and 2:35 p.m., I conducted a fact-finding hearing with the representatives of the City of Des Moines, Iowa (City) and the Municipal Employees Association (Association) under the provisions of the Iowa Public Employment Relations Act. Appearances for the respective parties were as follows:

For the City:

Frank B. Harty, Attorney
Carol J. Moser, Assistant City Attorney
Thomas G. Turner, Human Resources Director

For the Association:

Charles Gribble, Attorney
Wayne Newkirk, Economist
Lyle Schwery, President
Rita Fromm, Secretary
Terry Loy, Vice President
Tore Nelson, Treasurer
Katherine Hockman, Legal Assistant

Neither party requested a written transcript and neither party requested the issuance of subpoenas to compel testimony. The parties indicated that there were disputes as to the negotiability of certain issues at impasse. Those disputes would be submitted to PERB for resolution of the negotiability question. The Fact-Finder will consider those issues as part of this report without regard to the negotiability disputes. It was stipulated that the Association would proceed first with its entire case followed by the City with opportunity for both parties to respond thereafter. The parties agreed that there was no dispute with respect to the jurisdiction of the Fact-Finder or with respect to the submission of items prior to the hearing.

The parties agreed that there were no special procedures in effect with regard to handling impasse disputes beyond those provided by statute. The parties stipulated to Joint Ex. 1, which is an Agreement between the parties on several items previously at impasse. Those agreed items are not part of this report but Joint Ex. 1 is attached for informational purposes.

The Association indicated that they wished to submit post-hearing material and were given until 1/21/03 to do so, with the City being given until 1/23/03 to respond, at which time the Fact-Finder would close the hearing. Both parties timely submitted their post-hearing materials.

In the course of the hearing, both parties submitted their evidence and were given full opportunity to present argument and rebuttal. The recommendations set forth below are based upon the Fact-Finder's weighing of all the facts and arguments submitted, even those which are not specifically referred to herein.

STATEMENT OF IMPASSE ITEMS

The Fact-Finder was presented with the issues listed below which were at impasse. The positions of the parties with respect to these impasse items are set forth under each issue.

ITEM 1 - ARTICLE IV, SECTION F. UNION STEWARDS

The Association's final offer on this item proposes 15 stewards with no location specified.

The City's final offer contained no proposal on this item beyond maintaining the current contract language which provides for a maximum of 12 stewards in specific locations.

ITEM 2 - ARTICLE VIII, SECTION B. PROCEDURE (OVERTIME)

The Association proposes language to require equalization of available overtime among employees who are eligible and qualified, with overtime to be offered on a "turns-and-rotation basis".

The City's final offer contains no proposal on this item beyond maintaining the current contract language which allows the City to assign overtime in its discretion.

ITEM 3 - ARTICLE VIII, SECTION D. (OVERTIME)

The Association's final offer also proposes a new Section D, which provides that once an employee is on overtime status, the employee shall continue to be paid at the overtime rate until the employee receives an 8-hour break.

The City has no proposal on this item beyond maintaining the current contract which does not include a comparable provision.

ITEM 4 - ARTICLE XIV, SECTION B. ACCRUAL (SICK LEAVE)

The Association's final offer proposes striking subparagraph 2 of the current contract language and substituting the following:

"2. Sick leave shall be accrued for permanent part-time employees who normally work twenty (20) hours per week but less than thirty (30) hours at a rate equal to one-half (1/2) the rate prescribed for permanent full-time employees. Sick leave shall be accrued for permanent part-time employees who normally work thirty (30) hours per week but less than forty (40) hours at a rate equal to three-quarters (3/4) the rate prescribed for permanent full-time employees."

The City's final offer contains no proposal on this issue beyond maintaining the current contract language.

ITEM 5 - ARTICLE XVI, SECTION A. HEALTH AND WELFARE

The Association's final offer proposes adding a new unnumbered paragraph as follows:

"Shoe Allowance. Employees who are required to wear safety shoes, including safety rubber boots, shall receive an annual allowance each July for the purchase of City-approved safety shoes or boots of \$100.00."

The City's final offer on this item contains no proposal beyond maintaining the current contract language which has no such provision.

ITEM 6 - ARTICLE XVIII. EMPLOYEE PERSONNEL FILES

The Association's final offer proposes striking the first unnumbered paragraph of this Article and substituting the following:

"MEA employees, upon request, are entitled to a copy of their personnel file and the City may charge a 'reasonable' fee for copying the file, not to exceed the lesser of ten cents (\$.10) per page or five dollars (\$5.00) total. The City, through the Human Resources Department (custodian of the records) will provide a signed, dated and certified statement attesting to the fact that the employee has received a true, accurate and complete copy of their personnel file."

The City's final offer contains no proposal on this item beyond maintaining the current contract language.

ITEM 7 - ARTICLE XXIV, SECTION A. COMPENSATION

The Association's final offer proposes language to establish a contract with a 5-year duration beginning July 1, 2003.

The City proposes a 1-year contract beginning on or about July 1, 2003.

ITEM 8 - ARTICLE XXIV, SECTION H. RECLASSIFICATION PAY

The Association proposes a new unnumbered paragraph as follows:

"When employees are reclassified on the same date, continuous unbroken seniority as a permanent full-time or part-time employee of the City shall be utilized in determining the order of layoff, bumping or recall."

The City's final offer contains no proposal on this item except maintaining the current contract language.

ITEM 9 - ARTICLE XXV, SECTION B. and C. INSURANCE

The City's final offer proposes changes to Section B. Health and Medical and Section C. Dental, to incorporate by reference a new insurance plan.

The Association has no proposal on these changes.

ITEM 10 - ARTICLE XXV, SECTION E. MEDICAL FLEXIBLE SPENDING ACCOUNT

The Association's final offer proposes the employer contribute \$40.00 per month to the flexible spending account of each full-time employee during the entire 5-year term of the proposed agreement.

The final offer of the City proposes elimination of Section E and any employer contribution thereto.

ITEM 11 - ARTICLE XXV, SECTION E. HEALTH and DENTAL INSURANCE

The City proposes adding a new Section E. Health and Dental Insurance, with the following language:

"The City will pay the cost of providing single coverage health and dental insurance. Effective July 1, 2003, full-time MEA employees electing family coverage under the City's health and dental plan will contribute 5% of the difference between the combined monthly premium for family health and dental

coverage and single health and dental coverage. The monthly contribution for the period beginning July 1, 2003 through June 30, 2004 will be \$29.80 (\$993.88 - \$397.78 = \$596.10 x 5% - \$29.80). This payment will be made through the City's IRC Section 125 Plan on a pre-tax basis."

The Association resists any employee contribution.

ITEM 12 - ARTICLE XXV, SECTION F. VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION:

The Association's final offer proposes a new Section F as follows for the establishment of an Individual Voluntary Employee Benefit Account for each full-time employee and a City contribution of a dollar amount equal to 1% of the average wage of the bargaining unit to each such account provided that the contribution shall not be less than \$1,050.00 for each employee account.

"The City shall contribute a dollar amount equal to one (1) percent of the average wage of the bargaining unit (based on permanent full-time employee wages), to each full-time employee's individual Voluntary Employee Benefit Account, such contribution, however, shall not be less than \$1,050.00.

If any provision of this article is determined to be unlawful, the parties shall submit to further negotiations as set out in Chapter 20.16 - 22, Code of Iowa".

The City's final offer contains no proposal on this item except for a rejection of the Association's proposal.

ITEM 13 - ARTICLE XXVII, SECTION D. USE OF PERSONAL VEHICLE

The Association's final offer proposes striking the current section D and substituting the following:

"Mileage reimbursement for using a personal vehicle shall be at the maximum rate allowed by Internal Revenue Service Regulations."

The City's final offer contains no proposal on this item except maintaining the current contract language.

ITEM 14 - ARTICLE XXXI, APPENDIX B, SALARY SCHEDULE

The Association's final offer proposes an Appendix B, which reflects a 5% across-the-board salary increase on a 2080-hour work year effective on July 1, 2003 and each July 1 thereafter during a 5-year contract term.

The City's final offer proposes no wage increase for a 1-year contract term.

ITEM 15 - ARTICLE XXXII. DURATION OF AGREEMENT

The Association's final offer proposes a duration of five years beginning June 30, 2003 and ending June 30, 2008.

The City's final offer proposes a duration of one year beginning July 1, 2003 and ending June 30, 2004.

FINDINGS OF FACT AND RECOMMENDATIONS

After consideration of the exhibits, the submissions and presentations of the parties, and after hearing the arguments of the representatives of both parties, I make the following findings and recommendations:

Iowa Code §20.22 in paragraph 9 sets forth the factors to be considered by arbitrators in making their final determination when the parties are at impasse. Those statutory factors are as follows:

- a. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.
- b. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
- c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the affect of such adjustments on the normal standard of services.
- d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.
- e. Any other relevant factors.

Statutory fact-finders under Iowa Code §20.21 have generally used these same factors in formulating recommendations.

Subject to the statutory provisions governing the impasse process, the Fact-Finder recommends as follows:

ITEM 1 – ARTICLE IV, SECTION F. (STEWARDS)

DISCUSSION:

The Association has provided the Fact-Finder with no evidence or reasons justifying its offer of increasing the number of stewards by 4 and deleting any specific allocation of stewards to specific locations. No pressing need for additional stewards has been shown; no comparability data has been provided which would compel the Fact-Finder to recommend additional stewards. In the absence of any justification, the Association has not carried the burden required of a party seeking to have additional provisions added to the contract.

RECOMMENDATION:

The Fact-Finder recommends no change in the current contract language.

ITEM 2 – ARTICLE VIII, SECTION B. (OVERTIME)

DISCUSSION:

The Association has provided the Fact-Finder with no evidence or reasons justifying its offer on equalization of overtime on a "turns-and-rotation basis" No pressing need for the change has been shown; no comparability data has been provided which would compel the Fact-Finder to recommend the change. In the absence of any justification, the Association has not carried the burden required of a party seeking to have changes made to the contract.

RECOMMENDATION:

The Fact-Finder recommends no change in the current contract language.

ITEM 3 - ARTICLE VIII, SECTION D. (OVERTIME)

DISCUSSION:

The Association has provided the Fact-Finder with no evidence or reasons justifying its offer of continuing overtime status until the employee receives an 8 - hour break. No pressing need for the change has been shown; no comparability data has been provided which would compel the Fact-Finder to recommend the change. In the absence of any justification, the Association has not carried the burden required of a party seeking to have changes made to the contract.

RECOMMENDATION:

The Fact-Finder recommends no change in the current contract language.

ITEM 4 – ARTICLE XIV, SECTION B. (SICK LEAVE)

DISCUSSION:

The Association has provided the Fact-Finder with no evidence or reasons justifying its offer on changing the sick leave accrual language. No pressing need for the change has been shown; no comparability data has been provided which would compel the Fact-Finder to recommend the change. In the absence of any justification, the Association has not carried the burden required of a party seeking to have changes made to the contract.

RECOMMENDATION:

The Fact-Finder recommends no change in the current contract language.

ITEM 5 – ARTICLE XVI, SECTION A. (SHOE ALLOWANCE)

DISCUSSION:

The Association has provided the Fact-Finder with no evidence or reasons justifying its offer to mandate an employer paid shoe allowance. No pressing need for a mandatory shoe allowance has been shown; no comparability data has been provided which would compel the Fact-Finder to recommend the change. In the absence of any justification, the Association has not carried the burden required of a party seeking to have provisions added to the contract.

RECOMMENDATION:

The Fact-Finder recommends no change in the current contract language.

ITEM 6 – ARTICLE XVIII. (PERSONNEL FILE)

DISCUSSION:

The Association has provided the Fact-Finder with no evidence or reasons justifying its proposal on access to a copy of the employee's personnel file. No pressing need for the language has been shown; no comparability data has been provided which would compel the Fact-Finder to recommend the provision. In the absence of any justification, the Association has not carried the burden required of a party seeking to have provisions added to the contract.

RECOMMENDATION:

The Fact-Finder recommends no change in the current contract language.

ITEM 7 – ARTICLE XXIV. (WAGES)

DISCUSSION:

The Association's final offer proposes language changes to Section A. Compensation. In its fact-finding presentation, the Association provided no evidence of any compelling need for a 5-year contract term. The Association has failed to carry the burden generally imposed upon parties seeking to impose new contract language.

RECOMMENDATION:

The Fact-Finder recommends no change in the current contract language.

ITEM 8 - ARTICLE XXIV, SECTION H. RECLASSIFICATION PAY

DISCUSSION:

The Association's final offer proposes language changes to Section H. Reclassification Pay. In its fact-finding presentation, the Association provided no evidence of any compelling need for the language change. The Association has failed to carry the burden generally imposed upon parties seeking to impose new contract language.

RECOMMENDATION:

The Fact-Finder recommends no change in the current contract language.

ITEM 9 – ARTICLE XXV, SECTION B and SECTION C (INSURANCE PLAN)

DISCUSSION:

The City presented evidence showing the financial benefit of adopting a new health insurance plan and the Association presented no evidence in opposition thereto. The Association seemed to adopt the change proposed by the City and used it to argue that the City would realize a substantial savings in insurance costs as a result of the change.

RECOMMENDATION:

The City's final offer with respect to Section B and Section C should be incorporated in the new contract.

ITEM 10 - ARTICLE XXV, SECTION E. MEDICAL FLEXIBLE SPENDING ACCOUNT

DISCUSSION:

The City's final offer proposes elimination of the medical flexible spending account. The Association's final offer proposes an increase in the employer contribution to each full-time employee's medical flexible spending account from \$15.00 per month to \$40.00 per month. Neither party has shown in its presentation a compelling need for a change from the current practice. The City concedes that it is not making any argument regarding its ability to pay or its ability to tax and no comparability data was offered which would compel elimination of this benefit and the current contract language. The Association offered no evidence which would support its proposed increased contribution.

RECOMMENDATION:

The Fact-Finder recommends no change in the current contract language.

ITEM 11 - ARTICLE XXV, SECTION E. HEALTH and DENTAL INSURANCE

DISCUSSION:

The City's final offer proposes that MEA unit employees participate in the health insurance cost by paying 5% of the difference between the City's cost of coverage for single health and dental coverage and family health and dental coverage. The City's language computes this to be \$29.80 per month. The Association argues strongly against this concept saying it is a departure from the historical practice between the parties wherein the employer has paid the entire cost of both single coverage and family coverage. The Association also argues that there is no financial need to adopt this concept. Comparability data using other large cities in Iowa and other Des Moines bargaining units argues in favor of keeping the current practice.

The City supports its final offer by showing the substantial health insurance cost increases in past years and the desire to create a "stake" on the part of employees in the effort to keep health insurance costs down. It is not clear how such a minimal change will contribute to creating this "stake".

A review of the evidence in light of the statutory factors set forth in Iowa Code Section 20.22 produces the following:

a. Past collective bargaining contracts and bargaining history. It is undisputed that the bargaining and contract history between the parties shows that the City has traditionally paid 100% of the cost of single and family health and dental insurance coverage. The City makes some attempt to dispute this by pointing out that some employees, if they elect HMO coverage, do pay a portion of the cost. Nevertheless, the employees electing the basic insurance coverage have historically paid no portion of the cost.

b. Comparability. The Association offers evidence that all other bargaining units in the City of Des Moines have a contract which provides that the City pays 100% of the cost of single and family health and dental insurance coverage. The Association also produced Association

Exhibit 12 showing that "white collar" units in Cedar Rapids, Council Bluffs, Davenport, Dubuque, Iowa City, Sioux City, Waterloo and Des Moines operate under contracts providing that the employer pays 100% of the cost of single and family coverage for dental insurance and in the case of Dubuque, Sioux City and Davenport, 100% of the cost of single and family health insurance coverage. In Council Bluffs, Waterloo, Iowa City and Cedar Rapids, the employees make a small contribution towards the cost of family health insurance coverage which amounts to less than that proposed by the City in its final offer. (Association Exhibit 13) The City offered City Exhibits L and M showing employee contribution levels in other Iowa cities and statewide averages. Small cities figures support the City's position but the larger cities information did not.

While the populations of these larger cities do not precisely match that of the City of Des Moines, the metropolitan area population of some equal or surpass that of Des Moines leading the Fact-Finder to believe that the largest Iowa cities constitute a legitimate comparability group. No information regarding the conditions of employment in the comparability group was provided to the Fact-Finder beyond the fact that it was represented that they are "white collar" units.

c. Ability to Pay. The City acknowledged that it was not making any argument that it had an inability to pay the full cost of insurance coverage as proposed by the Association. Likewise, there was no evidence provided concerning the interest and welfare of the public or the affect of continuing such payments on the standard of services. The Association did provide evidence to the effect that the City by changing insurance coverage system would save a substantial amount of money over its costs in recent years. The significance of this assertion by the Association and the evidence supporting it is lessened by the City's concession on its ability to pay.

d. There was no question raised regarding the power of the public employer to levy taxes or appropriate funds.

e. While the desire by the City to have its employees participate in the health insurance cost "problem" is understandable, the Fact-Finder finds that the other issues set forth above outweigh that consideration.

In the end, the City has failed to present a compelling case for changing the current practice on any of the grounds set forth in the Iowa Code.

RECOMMENDATION:

The Fact-Finder recommends no change in the current contract language.

ITEM 12 - ARTICLE XXV, SECTION F. VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION

DISCUSSION:

The Association has provided the Fact-Finder with no evidence or reasons justifying its offer of adding language to create the VEBA. No pressing need for the additional benefit has been shown; no comparability data has been provided which would compel the Fact-Finder to recommend the additional benefit, except that another Des Moines bargaining unit has such a benefit. The existence of that benefit in another contract is due to a separate and unique bargaining history. In the absence of any greater justification, the Association has not carried the burden required of a party seeking to have benefits added to the contract.

RECOMMENDATION:

The Fact-Finder recommends no change in the current contract language.

ITEM 13 – ARTICLE XXVII, SECTION B. (MILEAGE REIMBURSEMENT)

DISCUSSION:

The Association's proposal for adopting mileage reimbursement based directly upon Internal Revenue Service Regulations would, on its face, appear to have some merit, but the Association provides no comparability data which would dictate a change from the current practice. The previous dispute over the current contract language has been resolved. (Association Exhibit 27). As such the Association has failed to carry the burden imposed upon the party seeking to adopt new contract language.

RECOMMENDATION:

The Fact-Finder recommends no change in the current contract language.

ITEM 14 – ARTICLE XXXI, APPENDIX B. SALARY SCHEDULE

DISCUSSION:

The Association proposes a 5% across the board salary increase in each year of a proposed 5 year contract. The City proposes a 0% increase for a 1 year contract term. Analyzing the proposals and the evidence in light of the Iowa statutory criteria produces the following:

a. The bargaining history between the parties shows that for the years 1977 through 2002 the parties bargained for a 3% across the board annual wage increase in each of the years. During this period of time the Des Moines Firefighter unit and the Des Moines Police unit received 3% wage increases or greater as did the AFSCME unit, the Library unit and the CIPEC unit (in 1998 the Library unit received a 2.9% increase). (Association Exhibit 9) The increases for all of the Des Moines bargaining units have generally exceeded the increase in the cost of

living. The most recent contracts for the Firefighters and Police were multi-year contracts and provided for increases higher than 3% across the board per year in an effort to increase Police and Firefighter wages to a level commensurate with the position of the City of Des Moines as the largest city in Iowa. The above evidence shows a bargaining history of wage increases of 3% per year when other bargaining units in the City of Des Moines received wage increases of 3% or more.

b. Comparability. In addition to the comparisons made with other City of Des Moines bargaining units, the Association also provided evidence of the wage increases, current and pending, in Dubuque, Council Bluffs, Iowa City, Waterloo, Sioux City, Davenport and Cedar Rapids for "white collar" units. The known increases for Dubuque, Council Bluffs and Waterloo effective July 1, 2003 all exceeded 3% (Association Exhibit 14).

c. Ability to Pay. The City acknowledged that it was not making any argument that it had an inability to pay the cost of the increase proposed by the Association. Likewise, there was no evidence provided concerning the interest and welfare of the public or the effect of the Association wage proposal on the standard of services. The Association did provide evidence to the effect that the City, by changing its insurance plan, would save a substantial amount of money over its costs in recent years. The significance of this assertion by the Association and the evidence supporting it is lessened by of the City's concession on its ability to pay.

d. There was no question raised regarding the power of the public employer to levy taxes or appropriate funds.

e. None.

These City's final offer of a 0% increase is not supported by any evidence relevant to the statutory factors to be considered by neutrals under Iowa law. The City has provided no evidence showing that a wage increase for this bargaining unit would, in some fashion, increase the wages of the unit beyond comparable units elsewhere in the State and does not argue inability to pay a wage increase for the association. The 5% increase proposed by the Association is not supported by any evidence.

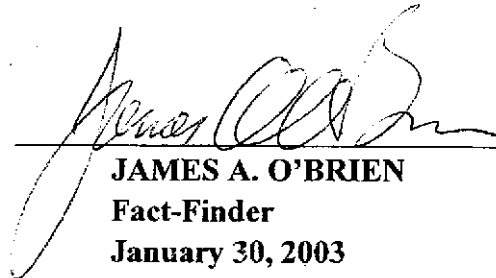
RECOMMENDATION:

Based on the comparability data and the bargaining history, the Fact-Finder recommends a 3% across-the-board salary increase commencing July 1, 2003 for a 1-year contract term. A 3% increase is in line with the historical trend, other Des Moines bargaining units (except police and fire) and other known increases for "white collar" units in Dubuque, Council Bluffs and Waterloo.

ITEM 15 – ARTICLE XXXII. DURATION OF AGREEMENT

For the reasons set forth above, the Fact-Finder recommends a contract term of one (1) year.

The recommendations set forth above are based upon the standards provided under the Iowa Code. It is sincerely hoped that this report, with its recommendations, can be a basis for agreement between the parties without further proceedings.



JAMES A. O'BRIEN
Fact-Finder
January 30, 2003
Dubuque, IA 52001

I hereby certify that on the 30 day of January, 2003, I sent a copy of the above and foregoing matter to the following parties of record or their representatives at the addresses indicated by depositing same in a United States mail receptacle with sufficient postage affixed thereto:

Public Employment Relations Board
507 Tenth Street
Des Moines, IA 50309

Frank B. Harty
700 Walnut, Ste. 1600
Des Moines, IA 50309-3899

Charles Gribble
2910 Grand Avenue
Des Moines, Iowa 50312

Agreement Between
The City of Des Moines
And
The Municipal Employees Association

Based upon discussions between members of the bargaining committee of the Municipal Employees Association (MEA) and representatives for the City of Des Moines, the City of Des Moines and MEA agree to make the following changes to the labor agreement that expires June 30, 2003. These changes are for the duration of the successor agreement.

✓ 1. Article XII. Section C. Leaves of Absence

The last sentence of paragraph (a) is struck and in lieu thereof the following is inserted:

"Immediate family is defined as father, mother, Stepfather/mother, husband, wife, child, stepchild."

✓ 2. Article XIV. Section F. Sick Leave Bank

Paragraph 1 is struck and in lieu thereof the following is inserted:

"Each employee wishing to participate in the sick leave bank may contribute eight (8) hours of vacation, birthday, holiday, or compensatory time. Employees with one thousand five hundred (1500) or less sick leave hours may contribute sixteen (16) hours of accumulated sick leave at a two for one ratio. Such sick leave contribution will equal eight (8) hours of sick leave in the sick leave bank. Such time will be deducted from the employee's accrued time. MEA will provide the City with a quarterly report regarding contributions and allocations from the sick leave bank."

✓ 3. Article XXIII. Reduction in Force

The following new paragraph is added:

"Employees to be laid off shall be given ten (10) working days prior notice."



✓ 4. Article XXX. Deferred Compensation

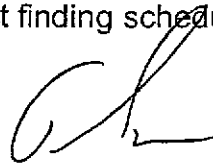
The current language is struck and in lieu thereof the following is inserted:

"An employee shall be eligible to contribute up to the maximum percentage permitted by the Internal Revenue Service Regulations of their annual salary into a deferred compensation plan. The City, beginning June 20, 1994, agrees to contribute a sum equal to that contributed by the employee up to one and one-half percent (1-1/2%) of the employee's annual salary. The City, beginning June 19, 1995, agrees to contribute a sum equal to that contributed by the employee up to two percent (2%) of the employee's annual salary."

The City and MEA understand that by execution of this agreement, these items are removed from proposals to be submitted to fact finding scheduled for January 17, 2003 and subsequent arbitration, if necessary.

For the City of Des Moines:

Date: 1-16-03



Thomas G. Turner
Human Resources Director

For the Municipal Employees Association:

Date: 1-16-03



Lyle Schwery
President